

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent Application of:

George L. KISER, JR. et al.

U.S. Application Serial No.: TBA

Filed February 10, 2004

For Voice Mail Message Subscription Service

Atty Docket No. 14573-44257

)
) Group Art Unit:
)
) Examiner:
)
)Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450**37 C.F.R. §3.73(b) STATEMENT AND POWER OF ATTORNEY**

The Assignee for the above-identified U.S. patent application (hereinafter "Patent Application"), and the invention disclosed therein, hereby states pursuant to 37 C.F.R. §3.73(b) that the Assignee is the sole owner of the Patent Application to the exclusion of each inventor thereof.

The Assignee establishes its ownership by submission herewith of one or more assignment documents establishing that Assignee possesses all rights, title, and interest in and to the Patent Application. As the established owner of the Patent Application, the Assignee hereby invokes its right to conduct prosecution of the Patent Application to the exclusion of each named inventor.

The Assignee further hereby appoints the Attorneys and Patent Agents of Morris Manning & Martin, L.L.P., associated with Customer Number 26702 in the records of the U.S. Patent & Trademark Office and as updated from time to time, to prosecute the Patent Application and to transact all business in the U.S. Patent & Trademark Office connected therewith.

26702

customer number

All correspondence in this case should be directed to the same Customer Number.

The Assignee hereby declares that no other person or entity is authorized to take any action before the U.S. Patent & Trademark Office with respect to the Patent Application. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Next Dimension Marketing Intellectual Property, LLC

By:


Signature of Corporate Officer

February 10, 2004

Date

Donald E. WAGSTAFF, JR.
LLC Manager

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

George L. KISER, JR.
815 Woodmoore Lane
Kannapolis, NC 28081

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

Voice Mail Message Subscription Service

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____ Filed on: February 10, 2004; and

WHEREAS,

Next Dimension Marketing Intellectual Property, LLC
114 Forestcliff Court
Concord, NC 28025

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

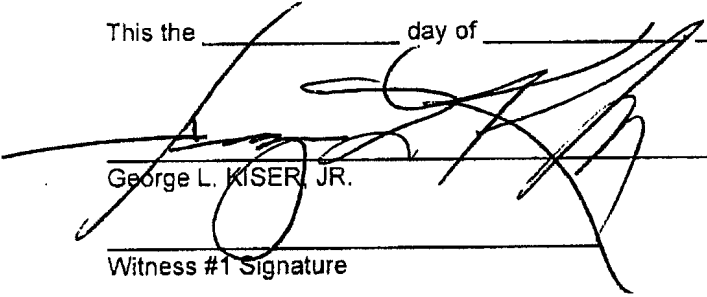
Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the _____ day of _____.


George L. KISER, JR.

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of _____)

County of _____)

United States of America

On this _____ day of _____, _____, personally appeared

George L. KISER, JR. before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Notary Public

My Commission Expires: _____

QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Donald E. WAGSTAFF, JR.
114 Forestcliff Court
Concord, NC 28025

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application titled:

Voice Mail Message Subscription Service

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, European Patent Office, WIPO, or other governmental body, and for which Assignor hereby authorizes and requests Assignee to complete the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: _____ Filed on: February 10, 2004; and

WHEREAS,

Next Dimension Marketing Intellectual Property, LLC
114 Forestcliff Court
Concord, NC 28025

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any and all other applications for patent for the Invention that may be filed in any and all countries;
- ☐ Any and all patents that may be obtained for the Invention in any and all countries; and
- ☐ Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing,

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

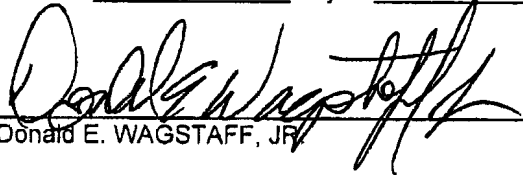
Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the _____ day of _____, _____.


Donald E. WAGSTAFF, JR.

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARIZATION

State of _____)

County of _____)

United States of America

On this _____ day of _____, _____, personally appeared

Donald E. WAGSTAFF, JR., before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Notary Public

My Commission Expires: _____